

2017-2019 CONTRACT NEGOTIATIONS

STATE POLICE OFFICERS COUNCIL

INITIAL PROPOSAL

February 20, 2017



UNITED FOR A SAFE IOWA

ARTICLE I AGREEMENT

[No changes other than date]

ARTICLE II RECOGNITION AND UNION SECURITY

SECTION 1: Bargaining Unit

The Employer recognizes the Council as the exclusive collective bargaining agent for public safety employees listed below:

PUBLIC SAFETY UNIT

<u>Classification</u>	<u>Department</u>
Conservation Officer	Natural Resources
Park Ranger	Natural Resources
Special Agent 1	Public Safety
Special Agent 2	Public Safety
Fire Inspector	Public Safety
Trooper 1	Public Safety
Trooper 2	Public Safety
Trooper 3	Public Safety
Trooper-Pilot	Public Safety
Senior Trooper-Pilot	Public Safety

[All other sections of this Article are unchanged]

ARTICLE III MANAGEMENT RIGHTS

[No changes]

ARTICLE IV GRIEVANCE PROCEDURE

Section 5: Retroactivity

Settlement of grievances may or may not be retroactive as equities of a particular case or cases may demand. If it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step 1. However, retroactivity of up to ~~six (6) months~~ three years may be applied by the arbitrator if the award involves the willful nonpayment of any wages or fringe benefits to any employee and if the arbitrator specifically finds that the employee and/or the Council did not have knowledge of such violation previous to the initiation date of the written grievance Retroactivity of up to two years may be applied by the arbitrator if the award involves the nonpayment of any wages or fringe benefits to any employee and if the arbitrator finds that the employee and/or the Council did not have knowledge of such violation previous to the initiation date of the written grievance, but there was not proof of a willful violation by the employer.

ARTICLE V SENIORITY

[No changes]

ARTICLE VI LAYOFF PROCEDURE

[No changes]

ARTICLE VII TRANSFERS

[Only changes to Section 3]

Section 3 Filling Vacancies

When a vacancy is created in the bargaining unit, the Employer agrees to provide notice by email to all bargaining unit employees at least fourteen (14) calendar days prior to filling the vacancy. Such notice will include the following as applicable: a) classification, b) division, and c) location. The Department of Public Safety vacancies will be posted via the Department's website.

A. The Employer will review those requests on file from any employee in the same classification as the vacancy who has indicated an interest in the specific assignment, shift or location of the vacancy.

If there are any requests on file from any employee in the same classification as the vacancy, the position shall be awarded to one of those employees in the same classification as the vacancy. In making a selection, among those employees in the same classification, the Employer will take into consideration ability, job requirements, operational efficiency and seniority. If the senior employee's transfer request is denied, the reason(s) for such denial will be provided in writing to the affected employee(s) upon request. Any employee who is selected for transfer shall have three (3) work days in which to decline the offer.

B. For Employees within the Department of Public Safety, in the event that the vacancy is not filled by transfer of an employee in the same classification as the vacancy, the Employer will review and consider interested bargaining unit employees within the Department of Public Safety.

If there are any requests on file from any employee within the Department of Public Safety, and that employee meets the minimum education and experience requirements established by the receiving division, and the officer has completed at least one year of service with the releasing division, that position shall be awarded to an employee in the Department of Public Safety as the vacancy.

C. [no changes]

D [no changes]

ARTICLE VIII HOURS OF WORK

SECTION 1 -8

[No changes]

SECTION 9 Call-Back Time

Employees ~~(except for Park Rangers living in State provided housing and Special Agent 2s)~~ who are off-duty and called back to work by the Employer, or at the request of an outside agency, shall be guaranteed a minimum of two (2) hours of work time or actual hours worked, whichever is greater and shall be compensated at one and one half (1 ½) times the employee's current hourly wage for each hour worked or one and one-half (1 ½) times the number of hours worked in compensatory time regardless of how many hours that employee works in that pay period or work week.

ARTICLE IX WAGES AND FRINGE BENEFITS

SECTION 1 Wages

[No changes to A. B. or C, but see Appendix A which reflects a 2% addition to maximum pay of each classification on July 1, 2017].

D. On the first day of the pay period that includes July 1, ~~2015~~, 2017 employees covered by this Agreement shall receive a ~~three two-and-eighty-five-one-hundredths percent (2.85%) (3%)~~ across-the-board pay increase. On the first day of the pay period that includes July 1, ~~2016~~, 2018 employees covered by this Agreement shall receive a ~~two-percent (2.0%)~~ three percent (3%) across-the-board pay increase. ~~On the first day of the pay period that included January 1, 2017, employees covered by this Agreement shall receive a one-and-one-quarter percent (1.25%) across-the-board pay increase.~~

E. All new officers graduating from the DPS Academy who are permanently assigned to District 16 will be classified for pay purposes as Trooper 1. The regular compensation for Trooper 1 shall be pay grade 24. In addition to their regular compensation, Trooper 1s shall also receive three hundred fifty dollars (\$350) per month additional pay for using their own vehicles, living expenses and other miscellaneous expenses. The classification Trooper 2 was created and includes officers graduating from the DPS Academy and assigned in any District except District 16 and Trooper 2's assigned to the personal security team for the Governor. Trooper 1's who are transferred or assigned from District 16 to any other State Patrol District on a permanent basis will be transferred to Trooper 2. The regular compensation for Trooper 2 shall be pay grade 29.

F. All Employees, except Special Agent 2s, shall receive an extra 2% additional base pay beginning on the first pay period following attainment of any of the following conditions: ~~The Trooper 3 and Senior Trooper Pilot classifications will consist of Trooper 2's and Trooper Pilots with~~ fifteen (15) or more years of service as a peace officer with ~~the their~~ Department of Public Safety; ~~or Trooper 2's and Trooper Pilots with~~ thirteen (13) or more years of service as a peace officer with ~~the their~~ Department of Public Safety with an associates degree; ~~or Trooper 2's and Trooper Pilots with~~ eleven (11) or more years of service as a peace officer with ~~the~~

~~their Department of Public Safety with a bachelors degree. Trooper 2's and Trooper Pilots will be eligible to become Trooper 3 or Senior Trooper Pilot on the first pay period following attainment of any of the above conditions. The regular compensation for Trooper 3 shall be pay grade 79. The regular compensation for Senior Trooper Pilot shall be pay grade 80.~~

Special Agent 2s shall receive an extra 2% additional base pay beginning on the first pay period following attainment of any of the following conditions: fifteen (15) or more years of service as a peace officer with the Department of Public Safety with a bachelors degree; thirteen (13) or more years of service as a peace officer with the Department of Public Safety with a master's degree; or eleven (11) or more years of service as a peace officer with the Department of Public Safety with a doctoral degree.

F. [No changes].

SECTION 2 Health Insurance

A. Group Plans & Contributions [No changes]

B. Cost Containment

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The State will pay eighty percent (80%) of health insurance coverage under Alliance Select. The State shall also provide a wellness program to members at no additional cost to the employee. If an employee is required by any medical provider to pay for copies, staff time or any other miscellaneous expense incurred due to information required or requested by the Reed Group, the employer shall reimburse the employee for any such expense. Any time used by the employee for additional paperwork or action required or requested by the Reed Group shall be considered work time for calculation of hours, including any overtime hours needed to complete the request.

Members who participate in the wellness program will receive a monthly reduction in their portion of the health insurance premium in each plan year under this Agreement. The monthly reduction will be based on a dollar amount calculated to ensure that the employee share of the Family premium will be no more than ~~fifteen ten~~ percent ~~(15%) (10%)~~ and employees may apply this dollar amount to the plan of their choice.

[No further changes to this section]

SECTION 3 Life Insurance

[No changes]

SECTION 4 Insurance Premium Conversion, Dependent Care Spending Account and Health Care Spending Account

[No changes]

SECTION 5. Holidays

A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays

shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 6 (Paid Annual Leave of Absence (Vacation)) in this Article.

Scheduled Holidays:

New Year's Day, January 1 **Dr. Martin Luther King, Jr.'s Birthday**, the third Monday in January

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Friday after Thanksgiving

Christmas Day, December 25

B. For those employees who are not regularly scheduled to work on weekends, If a holiday enumerated above falls on Saturday, the preceding Friday shall be granted, and if a holiday falls on Sunday, the following Monday shall be granted. However, regardless of what day a holiday is observed, if an employee actually works on a holiday enumerated above, that employee shall be additionally compensated in accordance with paragraph C.

C. The Employer agrees that employees required to work on a holiday provided above shall be compensated for any hours worked on the holiday by receiving one and one-half (1½) times the hours worked on the holiday in compensatory holiday time off. Such accrued holiday compensatory time may be utilized in one (1) hour increments. If a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. When such compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. ~~Such time shall lapse if not used within the subsequent twelve (12) month period, however, Conservation Officers Employees~~ Employees shall be allowed, at all times, to bank up to one hundred twenty (120) hours of holiday compensatory time. Employees shall be paid out up to 40 hours of banked holiday compensatory time once each fiscal year at the employee's request.

D. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday. Employees shall not be eligible for holiday pay during any period of leave of absence without pay.

SECTION 6 Paid Annual Leave of Absence (Vacation)

~~A 5. At the time of retirement, employees age fifty (50) or older may convert a maximum of two hundred (200) vacation hours to sick leave at a conversion rate of one (1) hour vacation for one (1) hour sick leave. See new section 16~~

SECTION 7 Family and Medical Leave

[No changes]

SECTION 8 Sick Leave

[No changes to A-D]

E. Use of Sick Leave Upon Retirement

Upon retirement, including disability retirement, employees shall receive credit for all unused ~~sick~~ leave as follows:

Upon retirement, at the employee's request, Any portion of a Accumulated, unused ~~sick~~ leave ~~or compensatory time in both the active and banked sick leave accounts may shall~~ be converted hour for hour to the employee's sick leave account, and thereafter be converted at the current value and credited to the employee's account for the purpose of paying the cost of the monthly premiums of a health insurance and/or life insurance policy.

SECTION 9 Shift Differential

A. [no changes]

B. The following language will apply to State Troopers only:

For any shift worked in which four (4) or more hours fall between 6:00 p.m. and midnight, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ninety cents (\$0.90) per hour for all hours worked on that shift.

For any shift worked in which four (4) or more hours fall between midnight and 7:00 a.m., the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ~~one dollar (\$1.00)~~ two dollars (\$2.00) per hour for all hours worked on that shift.

C. SECTION 10 Higher Rank Allowance

[No changes]

SECTION 11 Per Diem

A. A daily per diem allowance of ~~nine dollars (\$9.00)~~ twelve (\$12) per day shall be paid to all SPOC employees covered by this Agreement, who work four (4) or more hours on that day. A second daily per diem allowance of ~~nine dollars (\$9.00)~~ twelve (\$12) per day shall be paid to all SPOC employees covered by this Agreement, who work ~~fourteen (14)~~ twelve (12) or more consecutive hours. No special documentation shall be necessary to receive this per diem. The Employer and the Council recognize that these officers are required, as a condition of their employment and for the convenience of the Employer, to eat certain meals outside of their homes while on duty. Additionally, if in travel status the employee will receive the current meal reimbursement rates and lodging rates under the current DAS guidelines. To receive travel reimbursement, the employee must submit at a minimum a receipt for their hotel. If all the employee has is meals, they do not need to turn in any receipt.

B. [No changes]

SECTION 12 Court Allowance

[No changes]

SECTION 13 Clothing Maintenance Allowance

The Department of Public Safety agrees to continue its present uniform policy together with existing cleaning allowances by paying a minimum of two hundred fifty(\$250) ~~one hundred seventy-five dollars (\$175)~~ semi-annually in December and June. Employees of the Department of Natural Resources shall also receive a cleaning and maintenance allowance each by receiving payment of two hundred fifty (\$250) semi-annually in December and June. Additionally, employees of the Department of Natural Resources and employees in non-uniformed divisions of the Department of Public Safety shall have a clothing purchasing allowance of three hundred twenty five (\$325) semi-annually in December and June. ~~five hundred (\$500) per year-utilized for ordering clothing or for cleaning of existing clothing.~~ These payments are allowances, not reimbursements. Therefore, no purchase orders, receipts for cleaning or receipts for clothing are necessary to receive these allowances.

SECTION 14 Referral Bonus (Department of Public Safety)

[No changes]

SECTION 15 Deferred Compensation

[No changes]

SECTION 16 Use of Leave at Retirement

Upon retirement, employees age fifty (50) or older may convert any or all vacation, compensatory or holiday compensatory time to sick leave upon the employee's request.

ARTICLE X HEALTH AND SAFETY

SECTION 1: Protective Clothing

[No changes]

SECTION 2: Damage to Personal Items

The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of one hundred fifty dollars (\$150.00) ~~five hundred dollars (\$500)~~ per item occurrence ~~for bargaining unit members of the Department of Natural Resources and to or~~ the maximum set in Chapter 80.18 of the Code of Iowa, whichever is greater. ~~for officers of the Department of Public Safety.~~

SECTION 3: Special Equipment

[No changes]

SECTION 4: Safety Committee

There is hereby established a Safety Committee which will also function as the Departments' Labor/Management Committee. The Committee shall consist of the following bargaining unit representatives: one (1) Trooper, one (1) Conservation Officer, one (1) Park Ranger, one (1) Special Agent 2, and one (1) Fire Inspector ~~and one (1) Special Agent 1.~~ Additionally, a Management representative from each of the respective organizational units, and the individual designated as the SPOC Quality Coordinator, and the Management representative

designated as the Quality Coordinator of the Department of Public Safety will serve as members of the Committee. The Committee is established as a communications and discussion vehicle only and shall not have authority to bind either the Council or Management. Council representatives will be in pay status for all time spent in Committee meetings which are held during their regularly scheduled hours of employment.

SECTION 5: Mandatory Physical Fitness Testing

[No changes]

ARTICLE XI MISCELLANEOUS

[No changes]

**ARTICLE XII
NO STRIKE - NO LOCK OUT**

[No changes]

ARTICLE XIII GENERAL

[No changes]

TERMINATION OF AGREEMENT

[No changes other than dates]

